

Page 1

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE DISTRICT OF ALASKA AT ANCHORAGE  
3                   UNITED STATES OF AMERICA for the  
4                   use of NORTH STAR TERMINAL &  
5                   STEVEDORE COMPANY, d/b/a NORTHERN  
6                   STEVEDORING & HANDLING, and NORTH  
7                   STAR TERMINAL & STEVEDORING COMPANY,  
8                   d/b/a Northern Stevedoring &  
9                   Handling, on its own behalf,  
10                  Plaintiffs,

**COPY**

11                  vs.  
12                  UNITED STATES OF AMERICA for the  
13                  use of SHORESIDE PETROLEUM, INC.,  
14                  d/b/a Marathon Fuel Service, and  
15                  SHORESIDE PETROLEUM, INC., d/b/a  
16                  Marathon Fuel Service, on its own  
17                  behalf,

18                  Intervening Plaintiffs,

19                  and

20                  METCO, INC.,

21                  Intervening Plaintiff,

22                  vs.

23                  NUGGET CONSTRUCTION, INC.; SPENCER  
24                  ROCK PRODUCTS, INC.; UNITED STATES  
25                  FIDELITY AND GUARANTY COMPANY;  
and ROBERT A. LAPORE,  
Defendants.

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26                  Case No. A98-009 CIV (HRH)

27                  DEPOSITION OF JACK GOODWILL

28                  Taken March 16, 2006  
29                  Commencing at 12:34 p.m.  
30                  Volume I - Pages 1 - 91, inclusive

<p>1</p> <p>2        Taken by the Defendants</p> <p>3                at</p> <p>4        Oles Morrison Rinker &amp; Baker, LLP</p> <p>5        745 West Fourth Avenue, Suite 502</p> <p>6        Anchorage, Alaska</p> <p>7        Reported by:</p> <p>8        Mary A. Vavrik, RMR</p> <p>9</p> <p>10      </p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 2</p> <p>1        Taken by:</p> <p>2                Mary A. Vavrik, RMR</p> <p>3</p> <p>4        BE IT KNOWN that the aforementioned deposition was</p> <p>5        taken at the time and place duly noted on the title</p> <p>6        page, before Mary A. Vavrik, Registered Merit</p> <p>7        Reporter and Notary Public within and for the State</p> <p>8        of Alaska.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1        A-P-P-E-A-R-A-N-C-E-S</p> <p>2        For Plaintiff North Star Terminal &amp; Stevedore</p> <p>3        Company and the witness:</p> <p>4                Michael W. Sewright</p> <p>5                Burr, Pease &amp; Kurtz</p> <p>6                810 N Street</p> <p>7                Anchorage, Alaska 99501</p> <p>8                (907) 276-6100</p> <p>9</p> <p>10        For Intervening Plaintiffs Shoreside Petroleum, Inc.</p> <p>11        and Metco, Inc.:</p> <p>12                Steven J. Shamburek</p> <p>13                Law Office of Steven J. Shamburek</p> <p>14                425 G Street, Suite 630</p> <p>15                Anchorage, Alaska 99501</p> <p>16                (907) 522-5339</p> <p>17        For Defendants Nugget Construction, Inc. and United</p> <p>18        States Fidelity and Guaranty Company:</p> <p>19                Thomas R. Krider</p> <p>20                Oles Morrison Rinker &amp; Baker, LLP</p> <p>21                701 Pike Street, Suite 1700</p> <p>22                Seattle, Washington 98101-3930</p> <p>23                (206) 623-3427</p> <p>24        For Defendant United States Fidelity and Guaranty</p> <p>25        Company:</p> <p>26                Herbert A. Viergutz</p> <p>27                Barokas Martin &amp; Tomlinson</p> <p>28                1029 West 3rd Avenue, Suite 280</p> <p>29                Anchorage, Alaska 99501</p> <p>30                (907) 276-8010</p> <p>31        Also present:</p> <p>32                John Smithson</p> <p>33                Nugget Construction, Inc.</p> <p>34        Witness:</p> <p>35                Jack Goodwill</p> <p>36                P.O. Box 594</p> <p>37                Seward, Alaska 99664</p>	<p>Page 3</p> <p>1        P-R-O-C-E-E-D-I-N-G-S</p> <p>2        (Exhibit No. 1 marked.)</p> <p>3        JACK GOODWILL,</p> <p>4        called as a witness herein, being first duly sworn</p> <p>5        to state the truth, the whole truth and nothing but</p> <p>6        the truth by the Notary, testified under oath as</p> <p>7        follows:</p> <p>8                EXAMINATION</p> <p>9        BY MR. KRIDER:</p> <p>10      Q        Mr. Goodwill, could you please state and spell</p> <p>11        your name for the record?</p> <p>12      A        Jack Goodwill. J-A-C-K G-O-O-D-W-I-L-L.</p> <p>13      Q        Mr. Goodwill, my name is Tom Krider. I'm an</p> <p>14        attorney for Nugget and USF&amp;G in this matter. Have</p> <p>15        you ever had your deposition taken before?</p> <p>16      A        Maybe once.</p> <p>17      Q        Do you recall what that was for?</p> <p>18      A        It was for a ship that we had loaded in Seward</p> <p>19        years ago, and they didn't pay the money that they</p> <p>20        owed for the services rendered, and I think at some</p> <p>21        point in time they came back into the country. We</p> <p>22        had a -- we seized the ship, so I had to give a</p> <p>23        statement about the loading of the ship.</p> <p>24                MR. SEWRIGHT: Mr. Goodwill, you are</p> <p>25        going to have to make an extra effort to speak up.</p>
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<p style="text-align: right;">Page 42</p> <p>1 accurate?</p> <p>2 A Yes.</p> <p>3 Q In paragraph 5 of your affidavit on page 3, 4 toward the latter part of that there is a 5 discussion. It says, "Also, when I had questions 6 regarding the suitability of the wear deck on the 7 barge for the large stones being loaded, it was 8 Mr. Randolph, project manager for Nugget 9 Construction, who provided me with a letter." Do 10 you see that?</p> <p>11 A Yes.</p> <p>12 Q What made you question the wear deck?</p> <p>13 MR. SEWRIGHT: Where is that again, 14 Counsel?</p> <p>15 MR. KRIDER: Paragraph 5, second to 16 last sentence.</p> <p>17 THE WITNESS: I didn't want to -- a 18 wear deck is a wear deck, and it's put on there for 19 normal wear and tear of loading the barge. And I 20 didn't want to put some little cracks in it or have 21 another special -- if it was going to go on to be 22 used for something else, I was just concerned; I 23 didn't want to damage that wear deck. So I wanted 24 to know what his intent was with it. He said, no, 25 that the wear deck is going to come off. It's just</p>	<p style="text-align: right;">Page 44</p> <p>1 the question, Counsel. He said -- you haven't laid 2 a foundation that he had anything to do with this 3 agreement or what it would agree.</p> <p>4 MR. KRIDER: I'm asking if he 5 understands what "F.O.B., contractor provided barge 6 deck" means.</p> <p>7 MR. SEWRIGHT: Continuing objection 8 because I've seen that mean many things, and I've 9 seen legal disputes over that term before, sir.</p> <p>10 MR. KRIDER: I'm asking for his 11 understanding.</p> <p>12 MR. SHAMBUREK: I object to the 13 extent that it calls for a legal conclusion.</p> <p>14 MR. KRIDER: That's fine.</p> <p>15 BY MR. KRIDER:</p> <p>16 Q Do you have an understanding of what "F.O.B., 17 contractor...barge deck" means?</p> <p>18 A F.O.B., free on board.</p> <p>19 Q Free on board, contractor...barge deck, what's 20 your understanding of what that means in your 21 industry?</p> <p>22 MR. SEWRIGHT: Continuing objections.</p> <p>23 THE WITNESS: This is between Nugget 24 and Spencer.</p> <p>25 BY MR. KRIDER:</p>
<p style="text-align: right;">Page 43</p> <p>1 put on there just for loading the rock.</p> <p>2 BY MR. KRIDER:</p> <p>3 Q So you had some concern that you might damage 4 the wear deck?</p> <p>5 A Yes.</p> <p>6 Q And did Mr. Randolph assure you that wasn't an 7 issue?</p> <p>8 A Yes.</p> <p>9 (Exhibit No. 6 marked.)</p> <p>10 BY MR. KRIDER:</p> <p>11 Q Mr. Goodwill, you have been handed what's been 12 marked as Exhibit 6, which is a Nugget Construction, 13 Inc. material contract to Spencer Rock Products.</p> <p>14 I'm going to presume you have never seen this 15 before, but is that accurate on my part?</p> <p>16 A Yes.</p> <p>17 Q The reason I have handed it to you is I'd like 18 you to turn to the second page and have you read 19 Section 3.</p> <p>20 A Okay.</p> <p>21 Q The first part of it, it says, "All material 22 furnished under this agreement is to be furnished 23 F.O.B., contractor provided barge deck, Seward, 24 Alaska." Do you understand what that means?</p> <p>25 MR. SEWRIGHT: Object to the form of</p>	<p style="text-align: right;">Page 45</p> <p>1 Q Correct.</p> <p>2 A I don't know what their intent is there.</p> <p>3 Q Did you have an understanding during the course 4 of the project as to who was responsible for the 5 rock until it was loaded onto the barge?</p> <p>6 MR. SEWRIGHT: Object to the form, 7 foundation.</p> <p>8 THE WITNESS: No.</p> <p>9 BY MR. KRIDER:</p> <p>10 Q You didn't know whose rock it was that you were 11 loading?</p> <p>12 A We were loading Nugget rock.</p> <p>13 Q And what gave you that impression?</p> <p>14 A It was my impression that this whole operation 15 was a Nugget Construction project. I mean, 16 that's -- everything was done per Nugget.</p> <p>17 Q Who was your contract with for loading of the 18 barge?</p> <p>19 MR. SEWRIGHT: Object to the form of 20 the question, calls for legal conclusion.</p> <p>21 BY MR. KRIDER:</p> <p>22 Q Who did you understand your contract to be with 23 for loading of the barge in 1997 while the work was 24 being performed?</p> <p>25 MR. SEWRIGHT: Same objection.</p>

<p style="text-align: right;">Page 46</p> <p>1 THE WITNESS: I always thought it was    2 Spencer and Nugget.    3 BY MR. KRIDER:    4 Q Why would you think it was Nugget?    5 A Because they were the ones that were directing    6 everything. They were the ones that told us when to    7 load the barge, how much on the barge, what type of    8 rock on the barge, when to expect the barge back.    9 Randy was the -- was the guy in charge. He told me    10 how he wanted the invoices done. I mean, he was --    11 he didn't let one thing go by him. He was --    12 Q And who were those invoices sent to,    13 Mr. Goodwill?    14 MR. SEWRIGHT: Object to the form of    15 the question. Which invoices?    16 BY MR. KRIDER:    17 Q Invoices for this project.    18 A They were sent to -- they were supposedly sent    19 to Nugget Construction and -- Nugget Construction    20 barge and/or owner, Spencer Rock. That's how they    21 were supposed to be sent.    22 Q In your declaration -- or your affidavit on    23 page 2 on paragraph 4, it says, the last full    24 sentence at the bottom of the page, "Mr. LaPore    25 requested that Northern Stevedore &amp; Handling load</p>	<p style="text-align: right;">Page 48</p> <p>1 context of that call that the rest of this sentence    2 is here, that call that Nugget had gotten the job.    3 THE WITNESS: To me you are taking    4 that sentence out of context. I mean, my intent in    5 making this statement was Bob called me and said    6 Nugget was awarded the job. We got the work and we    7 are going to have you put that rock on the barge    8 that Nugget is going to provide.    9 BY MR. KRIDER:    10 Q Who was going to have you do that?    11 A Nugget was.    12 Q Why was Mr. LaPore calling on behalf of Nugget,    13 if you know?    14 A Just like I said there, he called and said --    15 informed me that Nugget Construction had obtained    16 the contract. He was very happy. So was I.    17 Q And who did you believe you were working for at    18 the time you loaded those barges?    19 A Nugget.    20 Q And why is that?    21 A Because Nugget was in charge. They were the    22 people that were there. They -- they were the ones    23 that were telling us what to do, what type of rock,    24 how much rock.    25 Q Did Nugget ever pay you for any of those</p>
<p style="text-align: right;">Page 47</p> <p>1 the rock upon the barge which Nugget would be    2 providing starting in the springtime." Do you see    3 that?    4 A Yes.    5 Q Did you understand that it was Mr. LaPore at    6 Spencer who made the request for you to perform this    7 work?    8 MR. SEWRIGHT: Mr. Krider, where are    9 you? I haven't caught up yet.    10 MR. KRIDER: Page 2, paragraph 4.    11 MR. SEWRIGHT: What's the question,    12 again?    13 MR. KRIDER: Could you please read    14 back the question?    15 (The requested record was read.)    16 MR. SEWRIGHT: Object to the form of    17 the question, and particularly unless you time it    18 to -- object to the form of the question.    19 BY MR. KRIDER:    20 Q Was it your understanding that Mr. LaPore    21 requested that you perform this work?    22 MR. SEWRIGHT: I'm going to object to    23 the form of the question as to timing. There is a    24 reference to mid-August here, 1996. Then later he    25 said LaPore called him. And that's -- it's in the</p>	<p style="text-align: right;">Page 49</p> <p>1 loadings?    2 A I'm not supposed to give a smart answer, but --    3 Q Strike that. Did Nugget ever promise to pay    4 you for any of those loadings?    5 A No.    6 MR. SEWRIGHT: Object to the form of    7 the question.    8 BY MR. KRIDER:    9 Q If your contract was with Nugget, why was there    10 a credit application sent to Spencer Rock Products?    11 MR. SEWRIGHT: Object to the form.    12 THE WITNESS: That was done in    13 Anchorage. I mean, I didn't -- I did not do that.    14 BY MR. KRIDER:    15 Q So who told Anchorage that Mr. LaPore required    16 a credit report -- a credit application?    17 MR. SEWRIGHT: Object to the form,    18 foundation.    19 THE WITNESS: Of course, I informed    20 Anchorage that we were going to load rock from the    21 Spencer quarry to a Nugget Construction barge. They    22 took it from there to have Bob fill out the    23 paperwork, evidently.    24 BY MR. KRIDER:    25 Q And you never told them you would be working on</p>

<p style="text-align: right;">Page 54</p> <p>1 A Yep. Yes, sir, I did. I think that's what it 2 was.</p> <p>3 Q Were those letters that you sent to the Corps 4 of Engineers intending to be honest statements of 5 your position on this project?</p> <p>6 MR. SEWRIGHT: Object to the form of 7 the question.</p> <p>8 THE WITNESS: Yes.</p> <p>9 BY MR. KRIDER:</p> <p>10 Q So please explain for me, then, if you turn 11 back to Exhibit 7 at the back of your affidavit, why 12 it is that in the first sentence of your letter 13 dated August 4, 1997 you told the Corps of Engineers 14 that "Northern Stevedoring has been working for 15 Spencer Rock Products, Inc. from May 1 to June 26, 16 1997"?</p> <p>17 MR. SEWRIGHT: Let's let the witness 18 read the whole letter. Go ahead and take time, sir, 19 to read the whole letter.</p> <p>20 THE WITNESS: Yeah, I read that. I 21 should have made mention of Nugget at the same time.</p> <p>22 BY MR. KRIDER:</p> <p>23 Q Well, now, if you believed you were working for 24 Nugget, why did you tell the Army Corps of Engineers 25 that you had been working for Spencer Rock Products</p>	<p style="text-align: right;">Page 56</p> <p>1 what I did. And once the bills were sent, we didn't 2 get paid. So I figured it must be -- need to be a 3 change here or something, but a lot of work taking 4 place with no payment being received from anyone.</p> <p>5 BY MR. KRIDER:</p> <p>6 Q And who is the first person you asked for 7 payment, Mr. Randolph or Mr. LaPore?</p> <p>8 A I first asked Randy how he wanted the bills to 9 be directed, and that's -- he said that's what he 10 wanted done. And so --</p> <p>11 Q But, sir, my question was: Who did you first 12 ask for payment from, Mr. LaPore or Mr. Randolph?</p> <p>13 A Mr. LaPore.</p> <p>14 Q And do you recall approximately when you had 15 the first conversation with Mr. Randolph about 16 payment?</p> <p>17 A Not offhand. I'm trying to think. I know we 18 had done work because we did, like, three barges in 19 one month, so -- so normally you had to give them 20 like 30 days, anyway. So I don't recall the actual 21 date, but I -- I know it would more than likely have 22 been in June sometime, I think. But I'm not 23 certain.</p> <p>24 Q Do you know if it was before or after you had 25 performed your last loading of the barges?</p>
<p style="text-align: right;">Page 55</p> <p>1 A He's the one that initially set it up. 2 Spencer -- what I'm saying is I probably should have 3 said in that letter working for Spencer and Nugget.</p> <p>4 Q So Mr. Goodwill, did you ever ask Bob LaPore 5 for payment on your invoices?</p> <p>6 A Yes.</p> <p>7 Q And if you believe you were working for Nugget, 8 why did you ask Mr. LaPore for payment on your 9 invoices?</p> <p>10 A That's where Randy told me to send the bill to.</p> <p>11 Q But if you believe you were working for Nugget, 12 why were you asking Mr. LaPore to pay your invoices?</p> <p>13 MR. SEWRIGHT: Asked and answered.</p> <p>14 MR. KRIDER: I don't believe he did 15 answer it.</p> <p>16 MR. SEWRIGHT: He did answer it, 17 Counsel. You want to argue about it, we can, but he 18 did answer it. Asked and answered. He said Randy 19 Randolph said to send the bills to Spencer.</p> <p>20 MR. KRIDER: That doesn't explain why 21 he then asked Spencer for payment.</p> <p>22 MR. SEWRIGHT: Counsel, it does to 23 me.</p> <p>24 THE WITNESS: Randy said that's how 25 to direct the bills for us to get paid, so that's</p>	<p style="text-align: right;">Page 57</p> <p>1 A Like I say, I'm not -- not sure on that time 2 frame. It all went so fast. We did three barges in 3 one month.</p> <p>4 Q But your recollection is that it wouldn't have 5 been prior to the first of June?</p> <p>6 A I wouldn't think so.</p> <p>7 Q Now, did Mr. Randolph ever tell you that you 8 would be paid by Nugget?</p> <p>9 A Not directly. He said that -- send your bills 10 to Spencer Rock and get your payment.</p> <p>11 Q And who will get your payment?</p> <p>12 A We will get paid.</p> <p>13 Q By sending your invoices to Spencer?</p> <p>14 A Yeah.</p> <p>15 Q Did he ever tell you that Nugget would pay you?</p> <p>16 A He just said we'd get paid.</p> <p>17 Q Did he ever tell you whether Nugget would pay 18 you?</p> <p>19 A He didn't make reference to that.</p> <p>20 MR. SEWRIGHT: Object to the form of 21 the question.</p> <p>22 BY MR. KRIDER:</p> <p>23 Q On page 5, paragraph 9, in the middle of the 24 paragraph you say, "I understood it was a federal 25 project and had no doubt Northern Stevedoring would</p>

<p style="text-align: right;">Page 58</p> <p>1 be paid, if necessary from the payment bond, because    2 I was dealing directly with the owner of Spencer    3 Rock and the product manager for Nugget    4 Construction." Do you see that?    5 A Yes, sir.    6 Q Other than your knowledge that it was a federal    7 job, was there any other reason that you had for    8 believing that Northern Stevedore would be paid?    9 MR. SEWRIGHT: Object to the form of    10 the question.    11 THE WITNESS: What are you saying,    12 again?    13 BY MR. KRIDER:    14 Q You say here that you had no doubt you would be    15 paid because there was a bond. Did you have any    16 other assurances from anybody else that you would be    17 paid, other than the fact that the bond was in    18 existence?    19 A I'm not --    20 MR. SEWRIGHT: Asked and answered,    21 and continuing objection to form.    22 BY MR. KRIDER:    23 Q You can answer the question.    24 A I think my train of thought at the time was    25 that it was a federal job, and I was kind of under</p>	<p style="text-align: right;">Page 60</p> <p>1 MR. SEWRIGHT: Object to the form of    2 the question.    3 THE WITNESS: Well, that's when it    4 kind of all came out that Nugget hadn't paid him is    5 what he was saying, so he couldn't pay us.    6 BY MR. KRIDER:    7 Q But did he acknowledge that he was responsible    8 for paying you?    9 MR. SEWRIGHT: Continuing objection,    10 calls for a legal conclusion.    11 THE WITNESS: I don't know. All I    12 wanted was the money. We wasn't getting any, and it    13 was getting pretty outstanding, I mean, months into    14 it.    15 BY MR. KRIDER:    16 Q Did Mr. LaPore ever indicate to you that he    17 owed you the money?    18 MR. SEWRIGHT: Continuing objection.    19 THE WITNESS: I don't recall if it    20 was his actual words or --    21 BY MR. KRIDER:    22 Q Did he ever tell you words to the same effect?    23 A Alls I recall is that he said he wasn't --    24 hasn't received his funds yet. He couldn't pay us    25 until he received his funding.</p>
<p style="text-align: right;">Page 59</p> <p>1 the impression -- I'm not a lawyer or anything, but    2 I was -- being as it was a federal job, I always    3 thought that it was -- they came in and made sure    4 all the -- the little guys were paid before they    5 made the final payment to the main -- the main    6 worker.    7 Q And did you believe that Northern Stevedore was    8 covered under that bond for that purpose?    9 A Yes, sir.    10 Q Did you feel you had any other protection for    11 assuring that you would get paid?    12 MR. SEWRIGHT: Object to the form of    13 the question.    14 THE WITNESS: I never gave it any    15 other thought. I mean, I'd put my time in for our    16 company and go home at night.    17 BY MR. KRIDER:    18 Q Down in paragraph 10, in the middle of the    19 paragraph there is a sentence that says, "He    20 acknowledged that the money was due Northern    21 Stevedoring, he had no quarrel there, but said he    22 was unable to pay." Do you see that?    23 A Yes.    24 Q Did Mr. LaPore acknowledge to you that he was    25 responsible to pay you the sums you had invoiced?</p>	<p style="text-align: right;">Page 61</p> <p>1 Q In your mind, did that acknowledge that he was    2 responsible to pay you?    3 A Not necessarily.    4 Q What else would it have meant, in your view?    5 A It means the money was forthcoming either from    6 Nugget or the only other player there.    7 Q But it was your impression that Mr. LaPore    8 intended to be the one to pay you?    9 A That's where we sent the bill.    10 Q So you expected to be paid by Spencer?    11 MR. SEWRIGHT: Object to the form of    12 the question.    13 THE WITNESS: You know, that's --    14 that's the way Randy wanted it set up, and that's    15 what we did.    16 BY MR. KRIDER:    17 Q Did you expect to be paid by Spencer?    18 A I just expected to be paid.    19 Q You had no expectation as to who you were going    20 to get that money from?    21 MR. SEWRIGHT: Object to the form.    22 THE WITNESS: I figured the money was    23 going to come from Nugget.    24 BY MR. KRIDER:    25 Q Directly or through Spencer?</p>

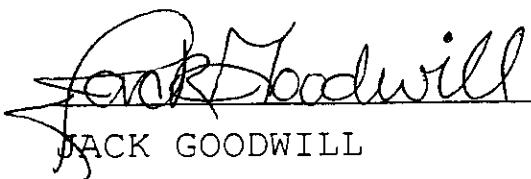
1 C-E-R-T-I-F-I-C-A-T-E

2 I hereby certify that I have read the  
3 foregoing transcript and accept it as true and  
4 correct, with the following exceptions:RECEIVED  
APR 27 2006

BURR, PEASE &amp; KURTZ

6	PAGE	LINE	CORRECTION
7	24	12	that in there? I don't recall.
8	25	22	a should be \$
9	25	25	close enough
10	38	20	no. over the phone notape recording
11	38	22	no
12	44	24	and Spencer?
13	46	20	barge and/or owner, c/o Spencer
14	[REDACTED]		Rock. That's how they
15	49	5	no, not in those words
16	52	7	change to both, although it seemed to be really to for Nugget when loading the barges.
17			

18 April 26, 2006



19 Date

JACK GOODWILL

20 (March 16, 2006)

21

22 (Use additional paper to note corrections  
as needed, signing and dating each page.)

23 (MV)

24

25

2 of 2

Page 89

1 C-E-R-T-I-F-I-C-A-T-E

2 I hereby certify that I have read the  
3 foregoing transcript and accept it as true and  
4 correct, with the following exceptions:

5 =====

6	PAGE	LINE	CORRECTION
7	<u>58</u>	<u>3</u>	<u>change product to project</u>
8	<u>79</u>	<u>8</u>	<u>change That's true to I don't recall</u>
9	<u>82</u>	<u>23</u>	<u>No there are other items as stated in my</u>
10	<u>through</u>	<u>83</u>	<u>change to previous testimony and affidavits.</u>
11	<u>83</u>	<u>5</u>	
12	<u>84</u>	<u>4</u>	<u>change to Spencer Rock &amp; Nugget Construction on the</u> <u>Second line.</u>
13			
14	<u>84</u>	<u>5</u>	<u>change to I think they would be sent in that fashion</u>
15	<u>84</u>	<u>9</u>	<u>change to I can't say, the fact is he was in charge</u> <u>and we loaded the barges per his</u> <u>instructions.</u>
16			
17			
18			



JACK GOODWILL

19 Date April 26, 2006  
20 (March 16, 2006)

21  
22 (Use additional paper to note corrections  
as needed, signing and dating each page.)  
(MV)

23

24

25